

Article 11, Section G.
LABOR-MANAGEMENT MEETINGS,
Departmental Efficiency Advisory Committees.

An efficiency advisory committee will be established for each agency, which shall consist of up to three (3) Management and three (3) Union representatives from the local level. Upon request, staff from the Department or MCO Central Office may also attend. The committee will meet only upon the request of either party, but the parties shall not be required to meet more than once every other month, or as mutually agreeable to both parties. The purpose of the committee will be to exchange information and views regarding security related concerns.

The committee for the Center for Forensic Psychiatry will be disbanded two (2) months following the opening of the new facility or at the end of any mutually agreed upon extension. At the Huron Valley Center, the committee shall be established following the announcement of a plan to open one (1) or more RTP unit(s), and shall continue for two (2) months following the opening of the unit(s) or at the end of any mutually agreed upon extension.

Article 12, Section A.
SAFETY AND HEALTH, General.

The Department of Community Health and the Michigan Corrections Organization agree to continue the Safety/Security Committee at the Center for Forensic Psychiatry and the Risk Management Committee at the Huron Valley Center. One individual at each facility may be appointed by the Union as a Safety Representative to attend these meetings. An additional representative, from the other chapter at HVC may be permitted to attend at Management's discretion. Fifteen (15) day notice will be given to the Union should operational needs preclude Management from approving attendance by the additional individual at a meeting. In the event this occurs, a representative from MCO Central Office may attend the meeting. The Safety Representatives shall be permitted time off from scheduled work for attendance at committee meetings. If the designated Safety Representatives are afternoon or midnight shift employees, they shall be permitted an equivalent amount of time off from scheduled work on their upcoming or previous shift to attend the committee meetings. The Safety Representatives' schedule adjustments must be provided in writing to the Personnel Officer, or Designee, not less than ninety-six (96) hours prior to the committee meetings. Either party may bring in resource persons as needed.

The Union reserves the right to raise any unresolved issues at facility level Labor/Management meetings or Departmental level Labor/Management meetings where necessary. Items needing immediate attention may also be raised with appropriate agency administrators where waiting for a meeting would pose a significant health and safety risk to bargaining unit members.

Article 14, Section D.
LAYOFF AND RECALL PROCEDURE, General Layoff Procedures.

If operations at a Department of Community Health work location are significantly reorganized, or bargaining unit work is transferred to a new or different existing facility so as to cause layoffs at the original work location, any dispute regarding how the sections of this Article are to be applied to such circumstances will be subject to meetings between the parties. Any agreements reached in such meetings shall be in writing. Such meetings shall not operate to delay implementation of these provisions.

The term "significantly reorganized" for purposes of this section affecting the Department of Community Health work locations, as defined in Article 3, Section B., of the Primary Agreement as a building or group of buildings which constitute a facility, shall be defined as the:

1. Partial closing of a work location resulting in the layoff of bargaining unit members;
2. The transfer of bargaining unit work to a new or different work location;
3. The elimination of bargaining unit work due to changes in the mission of the work location; or,
4. Redesign of the workforce.

Article 15 Part B, Section B.6.
ASSIGNMENT, VACANCY AND TRANSFER, Transfers on Shift - Bid Positions.

a. CENTER FOR FORENSIC PSYCHIATRY.

- (1) The parties agree that the transporter assignment within the agency constitutes a bid position. The hours of work for these positions shall be at the sole discretion of management.
- (2) The parties agree to make the security console operators two full time bid positions per shift. The second position shall be posted on each shift, and awarded to one of the three highest senior qualified applicants. Each of the positions will have prime days off, with one having Friday/Saturday, and the other having Sunday/Monday (except for midnight shift which shall be Thursday/Friday, Saturday/Sunday). The current full time bid holder shall have first choice of Regular Days Off (RDOs). If a bid security console operator(s) is absent, Management reserves the right to staff this position from the pool of FSA's on duty.

a. HURON VALLEY CENTER.

- (1) The parties will continue to use the Divisional Transfer Procedure established in the Letter of Understanding, dated 3/28/96.
- (2) Established as bid positions in the Security Division:
 - (a) Two (2) a.m. shift positions in the sallyport.
Two (2) p.m. shift positions in the sallyport.
Two (2) midnight shift positions in the sallyport.
 - (b) One (1) a.m. shift and one (1) activity shift position in the property room with Saturday and Sunday as regularly scheduled days off (RDO).
 - (c) One (1) a.m. shift position in the control center.
One (1) p.m. shift position in the control center.
One (1) midnight shift position in the control center.

Bid holders will maintain their current RDO schedule, but the parties agree it is an appropriate subject for Labor/Management meetings.

- (1) The parties will select occupants of these positions from within the Security Division utilizing the Bid Position Vacancy Selection Procedure specified in the Primary Agreement in Article 15 Part B, Section B.1.
 - (2) The two (2) current property room alternates will be assigned to the property room whenever a bid position incumbent is absent. When the first alternate bid position is vacated, it will be filled as specified in Article 15, Part B, Section B.1. When the second alternate bid position is vacated, it will not be re-filled as a bid position.
 - (3) The two (2) current a.m. shift sallyport alternates will be assigned to the sallyport whenever the bid position incumbent is absent. When the first alternate position is vacated, it will be filled as specified in Article 15, Part B, Section B.1. When the second alternate bid position is vacated, it will not be re-filled as a bid position.
 - (4) Two (2) positions in the Nursing Division on each shift will be posted and filled as bid positions in Kent Unit. The positions will be filled as specified in Article 15, Part B, Section B.1.
- c. If an Agency creates new, permanent job assignments to be worked the entire shift, the subject of bid positions may be addressed at agency level Labor/Management meetings, and modifications of the Secondary Agreement on this subject shall be subject to review by the MCO Central Office, and Department of Community Health

Central Personnel Office to determine if the matter is to be submitted to the Civil Service Commission for review and approval.

- d. Incumbents of a bid position may be assigned from bid positions on a daily basis to cover another position. The agency, however, will not fill in behind an employee who was reassigned from a bid position unless it constitutes an emergency.

Article 15, Part C, Section B. 2
ASSIGNMENT, VACANCY AND TRANSFER
Scheduled Regular Days Off (RDOs)

Regular Days Off at the Huron Valley Center shall be scheduled in accordance with current practice, including the selection of employees for RDO groups, except for the Activity Shift in the Security Department, which will be recognized as a separate shift. The positions on the Activity Shift shall have fixed days off, and RDO vacancies will be posted and awarded by seniority to employees on the Activity Shift. Shift vacancies will be filled by seniority from a shift transfer list.

Article 22, Section I.2.
MISCELLANEOUS, Uniforms.

At each agency in the Department of Community Health, either party may raise such issues as uniform components, its style, safety and functional features or changes in the agency uniform policy at local Labor/Management meetings. The local Labor/Management committee may establish a subcommittee to address these issues if necessary. Such subcommittee shall normally meet for no more than four (4) meetings in one (1) calendar year.

For those Forensic Security Aides who are requested to wear a uniform, the agencies agree to provide, at a minimum, the following:

Winter Jacket - Shall be winter weighted;
Exchange - one (1) jacket, every thirty six (36) months.

Shirts - Three (3) short-sleeve shirts and four (4) long-sleeve shirts;
Exchange - Three (3) every twelve (12) months.

Pants - Five (5) pair;
Exchange - Two (2) pair every twelve (12) months.

Ties - Four (4), Clip-on style;
Exchange - as needed.

Belt - one (1);

Exchange - One (1) every twelve (12) months.

Footwear - Reimbursement not to exceed eighty dollars (\$80.00) per fiscal year for approved footwear in compliance with the agency uniform policy.

- a. Any additional items deemed necessary by the Security Director at either facility will also be provided. The intent of this language is to continue the current issued uniforms at each facility, and any changes to the uniform policies will be discussed at a local Labor/Management meeting.
- b. An article of uniform clothing will be replaced without cost to the employee when the uniform clothing is damaged in the line of duty or through normal wear and tear, or as needed, on a case-by-case basis. Employees will be issued uniforms that fit properly.
- c. Each employee required to wear the uniform will be entitled to an allowance of Two Hundred and Fifty Dollars (\$250.00) per year to cover dry cleaning, laundering and tailoring expenses of the uniform. The allowance will be paid by the second pay period in October, pro-rated by the number of full pay periods the employee is in pay status in this bargaining unit during the previous fiscal year. For purposes of this section, the Department may treat employees absent on workers' compensation two (2) pay periods or longer as not being in pay status.
- d. Non-dangerous union lapel pin may be worn with uniforms or personal garments.

In the event that either Agency determines it is necessary for Forensic Security Aides to wear standardized attire (not a uniform) the local Labor/Management committee may also establish a sub-committee to discuss this attire.

ARTICLE 28, SECTION G **Annual Leave Application and Scheduling**

1. Current practice for scheduling vacations will continue unless altered through facility level Labor/Management agreements.
2. The number of Forensic Security Aides (FSAs) to be released each day will be determined according to the Letter of Understanding, signed by the parties in February 11, 1997. (See attachment)
3. The method of determining which days will be scheduled with the higher and lower number slots will be decided locally.

Article 36 **TUITION REIMBURSEMENT.**

The Department of Community Health agrees to develop a procedure by which MCO bargaining unit members may apply for, and be granted money for the tuition reimbursement program identified in the Primary Agreement based on a ratio of \$4.00 per year per departmental employee.

The procedure will contain the following elements:

1. Employees will be non-probationary and will be in satisfactory status at time of the application.
2. Reimbursement will be approved only for courses completed after October 1, 1996.
3. Employees shall certify that they are not receiving any other tuition payments, grants or stipends for the course for which reimbursement is requested.
4. The course must be job related or part of a job related degree program.
5. Reimbursement will be made after satisfactory completion of the course with a passing grade of at least 2.0 on a 4.0 scale, verified by a certified copy of his/her transcript or original report card.
6. Employee must verify payment of tuition with an original receipt.
7. Reimbursement to an employee is limited to the lesser of one course per semester or Two Hundred and Fifty Dollars (\$250.00), and shall apply only to tuition and shall not apply to such items as fees, books or supplies.
8. Applications will be processed in the order received, but no payment will be made prior to course completion and required verification.